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#104/18

VOLUNTARY AGREEMENT

between

MEBRATU HAGOS, TRADING AS CAPITOL FOOD EXPRESS,

and

DAVID AND POFFEN SALEM, KARIN EDGETT, WILLIAM YOUNG, MARGO DANIEL, AND MARCEL AND MARTHA NEWSOME

JUL 25 10 51 AM '96
 RECEIVED
 ALCOHOLIC BEVERAGE
 CONTROL DIVISION

WHEREAS, MEBRATU HAGOS, trading as CAPITOL FOOD EXPRESS ("CFE"), has pending before the District of Columbia's Alcoholic Beverage Control Board (the "Board") an application for renewal of CFE's Retailers Class B alcoholic beverage license for the premises located at 251 8th Street, NE; and

WHEREAS, timely protests to said application have been filed with the Board by Karin Edgett, David and Poffen Salem, William Young, Margo Daniel, and Marcel and Martha Newsome; and

WHEREAS, the parties have met with counsel to negotiate their differences, and now wish to settle the protest and revise the existing CFE's current Voluntary Agreement;

NOW, THEREFORE, in consideration of the premises set forth above and the mutual covenants and promises set forth below, the parties agree as follows:

1. CFE shall not sell beer and wine after 10:00 p.m. Monday through Thursday and 11:00 p.m. on Fridays and Saturdays.

2. CFE shall not at any time sell:

- a. wine coolers or similar alcoholic beverages, excluding beer, in quantities or packages of less than four (4);
- b. fortified beers or wine;
- c. ~~any wine that retails for less than \$5.00 per bottle;~~
- d. drug paraphernalia or cigarette papers.

3. CFE shall, on a trial basis, be permitted to sell single cans of beer, subject to the following terms and conditions:

- a. CFE's sale of single cans of beer shall cease, and its right to make such sales hereunder shall be unconditionally revoked if:
 - i) CFE fails to demonstrate by clear and convincing evidence at any one of the hearings set forth in section 3(b) below that its sale of single cans of beer does not have an adverse effect on loitering, panhandling, public drunkenness, noise, or the peace, order and quiet in the neighborhood;

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- b. For purposes of ensuring that CFE's sale of single beers under Section 3 does ~~not~~ adversely effect the neighborhood, during the initial two (2) year term of CFE's license renewal, any interested person may, upon notice to CFE, petition the Board for issuance of an Order to Show Cause requiring CFE to demonstrate, as per Section 3(a)(i) above, that its sale of single beers does not adversely effect the neighborhood. At such hearing, if CFE does not satisfy its burden as set forth herein, CFE shall consent to entry of an Order by the Board revoking CFE's right to sell single cans of beer. A petition issued hereunder may be made six (6) months after approval of this Agreement, and every six (6) months thereafter until the expiration of two (2) years from the date of the approval of this Agreement. Thereafter, if CFE's sale of single cans of beer has not been determined to have an adverse effect on the neighborhood as set forth herein, the Protestant's right to petition the Board for review of CFE's sale of single beers under this provision shall terminate;
- c. THE RIGHT TO SELL SINGLE BEERS HEREIN BELONGS TO CFE, AS OWNED AND OPERATED BY MEBRATU HAGOS. CFE SHALL HAVE NO RIGHT TO SELL, ASSIGN OR OTHERWISE TRANSFER THIS RIGHT, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH ANY SALE, ASSIGNMENT, TRANSFER OR CHANGE OF OWNERSHIP OR OFFICERS. UPON ANY SUCH CHANGE IN OWNERSHIP OR OPERATION OF CFE, THIS AGREEMENT, WITHOUT FURTHER ACTION BY THE PARTIES, SHALL BE AUTOMATICALLY AMENDED SO AS TO PROHIBIT THE SALE OF SINGLE CANS OF BEER.

4. CFE shall refuse to serve intoxicated persons, persons who loiter, persons who engage in panhandling or boisterous conduct inside or outside its store.

5. CFE shall regularly and actively discourage persons from loitering, littering, panhandling or engaging in boisterous conduct outside its store, and shall request the assistance of the DC Metropolitan Police Department (MPD) to remove persons who refuse to do so.

6. CFE shall remove litter daily from the 200 block of 8th Street, NE, entire east side, west side as far as alley between church and hospital, and from the alley behind the store outbuilding, without regard to whether the litter is from products purchased at CFE's store.

7. Within 60 days of the execution of this Agreement, CFE shall cause the exterior of its store (from the ground level to the roof line) to be professionally painted using semi-gloss white exterior paint.

8. CFE shall not cause or permit the installation of public telephones in or on the exterior of its store.

9. CFE shall post a maximum of three signs which are visible from the exterior, and such signs shall be consistent with and erected in accordance with all applicable DC Government regulations and requirements for signage, and DC Government regulations and requirements for the Capitol Hill Historic District. All non-conforming signs shall be removed, and CFE shall not post any signs in or out of its store which advertise the sale of single beers.

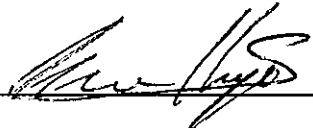
10. CFE shall not place any dumpster or bulk trash containers in public view, except on trash pick-up days.

11. If any Protestant believes in good faith that CFE has failed to comply with this Agreement, that party shall notify CFE in writing of such non-compliance and the basis for such belief. CFE shall come into compliance within thirty (30) days of such notice, and provide a written response to the complaining Protestant which describes the actions which CFE has taken to resolve the non-compliance. If CFE fails to resolve the non-compliance within thirty (30) days of the notice, such non-compliance will constitute grounds for any Protestant to petition the Board for issuance of an Order to Show Cause pursuant to 23 DCMR 1513.5 to obtain CFE's compliance with the terms of this Agreement, or to revoke CFE's license.

12. This Agreement is binding on CFE, and the assigns of the Class B license, and shall continue in force for all subsequent renewals of the Class B license held by CFE.

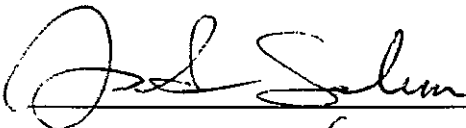
13. The Protestants ^{hereby} ~~shall~~ withdraw their protest to the transfer and reissuance of the Class B license to CFE.

CAPITOL FOOD EXPRESS



PROTESTANTS

6-18-96
Date



6/23/96
Date



6/23/96
Date

[Signatures continued on following page]

Margot Quill
[Signature]

6/24/96
Date

6/25/96
Date

William A. Young
[Signature]

6/25/96
Date

Man [Signature]

6/29/96
Date

Martha [Signature]

6/29/96
Date

Date